

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

INFINITE COMPUTER SOLUTIONS, INC.)
15201 Diamondback Drive)
Suite 125)
Rockville, Maryland 20850,) Case No.
)
Plaintiff,)
)
v.)
)
iYOGI, INC.)
291 Broadway)
Suite 803)
New York, New York 10007,)
)
Defendant.)

)

COMPLAINT FOR BREACH OF CONTRACT

Plaintiff Infinite Computer Solutions, Inc. (“Infinite”) seeks a judgment for over \$6.2 Million in unpaid amounts under a written contract with defendant iYogi, Inc. (“iYogi”) and for its complaint alleges as follows.

ALLEGATIONS COMMON TO ALL COUNTS

1. Infinite is a corporation organized and existing under the laws of the State of Delaware. Infinite’s principal place of business in the United States is in the State of Maryland.
2. iYogi is a corporation organized and existing in the State of New York. Upon information and belief, iYogi’s principal place of business is either in New York or is outside the United States, but is not in the states of Delaware or Maryland.
3. This Court has jurisdiction under 28 U.S.C. §1332(a)(1). The parties are citizens of different states within the terms of Section 1332(a)(1) and 1332(c)(1).

4. Venue is proper in this District under 28 U.S.C. §1391(b)(1). Moreover, the parties agreed in their written contract that any proceeding regarding obligations under the contract “will be brought in the United States District Court for the Southern District of New York, White Plains, New York,” if jurisdiction could be maintained there.

5. Infinite is the U.S. subsidiary of Infinite Computer Solutions (Ltd.), a global service provider in the areas of information technology, product engineering, and mobility and messaging products.

6. iYogi professes to be the world’s largest independent consumer tech support services brand. It provides online technical support services primarily to consumers and small businesses, including diagnosis and repair, virus removal, networking, and optimization of computers.

7. On or about July 1, 2011, Infinite and iYogi entered into an Agreement for Services (“Agreement”), later amended by an Amendment Agreement dated February 6, 2013. Under the Agreement, as amended, Infinite agreed to sell and iYogi agreed to buy and pay for products and services. Those products and services were further detailed in three statements of work known as SOW #1 (July 1, 2011); SOW #2 (July 1, 2011); and SOW #3 (October 20, 2011).

8. Pursuant to Paragraph 4 of the Agreement, iYogi agreed to pay invoices rendered by Infinite within 30 days after receipt.

9. iYogi failed to make payments in full of invoices in a timely manner. As of this filing, iYogi has failed to pay in full for invoices for service periods that began on August 1, 2014. As of November 1, 2015, the delinquency had grown to \$6,298,739. Since then, new amounts have become due, totaling almost another \$425,000.00.

10. Despite repeated requests for payment over the last year and despite iYogi's unfulfilled promises to make payments, the account remains delinquent.

**COUNT I
(Breach of Contract)**

11. The allegations of Paragraph 1 – 10 are incorporated by reference in this Count.

12. iYogi has breached its written contract with Infinite by failing to pay amounts that it agreed to pay Infinite for the latter's products and services.

13. Infinite has fulfilled its obligations under the contract such that it is entitled to be paid for the products and services delivered and for which invoices were submitted.

14. Infinite has been damaged by iYogi's breach of contract in the amount of \$6,298,739 for the periods covered from August 1, 2014, through October 31, 2015, with additional amounts due since then.

WHEREFORE, Infinite requests entry of judgment against iYogi for an amount estimated to be not less than \$6,298,739 (exclusive of interest and subject to increase by iYogi's continued nonpayment). Infinite also requests an award of prejudgment and postjudgment interest and such other and further relief as is just and appropriate.

Respectfully submitted,

/s Katherine A. Skeele

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